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weight of authority, (*Bank of New York* v. *Ballard's Assignees,* 83 Ky. 481; *Lyons* v. *Weeks,* 29 Misc. (N. Y.) 714; *Allen* v. *Mayfield,* 20 Ind. 293; *Moore* v. *Little,* 41 N. Y. 72; *Hawley* v. *Jones,* 5 Paige 466; *Hoover* v. *Hoover,* 116 Ind. 498; *Kennard* v. *Kennard,* 63 N. H. 303; *Poor's Lessees* v. *Considine,* 6 Wall. 458; FEARNE, REMAINDERS, 215, 4 KENT, COMMENTARIES, 203, TIFFANY, REAL PROPERTY, § 120), and is contrary to their own prior decisions, *Smith* v. *West,* 103 Ill. 332; *Lehndorf* v. *Cope,* 122 Ill. 317; *Welliver* v. *Jones,* 166 Ill. 80; KALES, FUTURE INTERESTS, § 94. In the principal case the reasoning is that if C should die before the donor then no interest would ever come to her, but in this they fail to distinguish the vesting of the estate from the vesting of the enjoyment. The uncertainty of the enjoyment does not affect the vesting of the estate, *Poor's Lessees* v. *Considine,* supra; *Lehndorf* v. *Cope,* supra; *Weekawken Ferry Co.* v. *Cissom,* 17 N. J. Eq. 475; *Leighton* v. *Leighton,* 58 Me. 63; *Amos* v. *Amos,* 117 Ind. 18; *Downing* v. *Birney,* 117 Mich. 675; *Schuyler* v. *Hanna,* 31 Neb. 307. The test is whether there is an ascertained person capable of taking at the time of the donation, and the certainty of the event, on which the enjoyment depends, happening, regardless of whether the event happens within the lifetime of the one having the estate, *Chapin* v. *Crow,* 147 Ill. 219; *Gingerich* v. *Gingerich,* 146 Ind. 227; *Watson* v. *Caessey,* 79 Me. 381; *Chewing* v. *Shumate,* 106 Ga. 751; *Kennard* v. *Kennard,* supra, *Poor's Lessees* v. *Considine,* supra, *Hoover* v. *Hoover,* supra, *Moore* v. *Little,* supra, GRAY, PERPETUITIES, § 102; KALES, FUTURE INTERESTS, § 94. This gift to A clearly falls within the test and should not be liable to the tax, as the estate vested before the passage of the statute.

LANDLORD AND TENANT—ESTOPPEL.—In a suit by a landlord to recover possession against his tenant, *Held,* the latter is estopped to deny title in the landlord because of an alleged tax title which matured in another prior to the accrual of the landlord's title. (OSTRANDER and BIRD, JJ., dissenting.) *Balch et al.* v. *Radford* (Mich. 1914), 148 N. W. 707.

The weight of legal opinion is clearly with the majority view. The tenant is estopped from denying title in the landlord at the time of the creation of the tenancy. *Vancleave* v. *Wilson,* 73 Ala. 387; *Pearce* v. *Pearce,* 83 Ill. App. 77; *Morgan City* v. *Dalton,* 112 La. 9, 36 So. 208; *Gage* v. *Campbell,* 131 Mass. 566; *Hawes* v. *Shaw,* 100 Mass. 187; *Tilyou* v. *Reynolds,* 108 N. Y. 558, 15 N. E. 534; *Agar* v. *Young,* 41 E. C. L. 49. The opinion of the minority is founded on an erroneous interpretation of *Jenkinson* v. *Winans,* 109 Mich. 524, 67 N. W. 549, which declares that the tenant may deny the landlord's title in favor of a paramouncy acquired after the inception of the relationship of landlord and tenant.

LANDLORD AND TENANT—WHAT CONSTITUTES REPAIRS.—Where a tenant holds under a lease containing a covenant by the lessor to keep the property in repair, and the cellar becomes filled with water and debris because of flood, *held,* this does not constitute any defect or lack of repair in the building. *Woodbury Co.* v. *Williams Tackaberry Co.* (Iowa, 1914), 148 N. W. 639.